

3/025/006

JONES, WALDO HOLBROOK & McDONOUGH

Attorneys and Counselors

249 East Tabernacle, Suite 200
St. George, Utah, 84770Telephone: (801) 628-1627
Telecopier: (801) 628-5225FACSIMILE TRANSMITTAL COVER LETTER:
(HARRIS 3M - 2110)

DATE: 9-30-94 TIME: 3:10 pm
TO: Mr Wayne Hedberg
COMPANY: State of Utah
FAX NO: (801) 359-3940
PAGES SENT (INCLUDING COVER PAGE): 24

FROM: Michael R Shaw
OPERATOR: J. Power
CLIENT: Olga Berry CLIENT NO. _____

MESSAGE:

CONFIDENTIALITY NOTICE: The information contained in the facsimile transmission is confidential and intended for the addressee only. If you receive this fax in error, please call us collect immediately. Thank you for your cooperation.



Michael R. Shaw

MRS:jdp

Enclosures:

- | | | |
|----|-------------------|---|
| 1. | November 7, 1990 | Agreement |
| 2. | December 14, 1990 | Stipulation and Property Settlement Agreement |
| 3. | December 21, 1990 | Statement of Understandings |
| 4. | March, 1993 | Stipulation and Settlement Agreement - Assignment of Rights |
| 5. | March 5, 1993 | Court Order (Approving No. 4 above) |
| 6. | 1993 | Novation Agreement |

pc: Olga Berry
Mark Johnson
Wayne Hedberg (with Enclosures)

ASE)
Exhibit A
Page 1
3

Assignor. Tetla Septarians, 195 South Center, Orderville, Utah
84758

Assignee. Mark Johnson, 3140 North 2000 West, Delta, Utah 84624

Whereas, Mark Johnson desires to sub-lease with option to buy certain state mineral leases and unpatented mining claims for the production of septarian gemstones from Tetla Septarians and Whereas, Tetla Septarians is willing to sub-lease with option to buy said leases and claims for the consideration and for the terms and conditions set forth below;

NOW THEREFORE, the parties agree as follows:

NOW THEREFORE, the parties agree as follows:
Tetla Septarians is willing to sub-lease with option to buy all his right, title and interest in and to the following mineral leases in Kane County, Utah as granted him by the State of Utah:

- | | | |
|--------------------------|---------|--------------|
| 1. Muddy Creek West Side | ML19890 | 80.00 acres |
| 2. Muddy Creek East Side | ML41355 | 446.99 acres |
| 3. Cove Canyon West | ML27966 | 80.00 acres |

A more complete description of said leases will be attached to this document at its execution in the form of copies of said leases. Also copies of legal discription of unpatented claims shall be attached.

Approval by State. The foregoing sub-lease with option to buy is subject to approval of the Division of State Lands, Department of Natural Resources, State of Utah. All considerations called for under this agreement are subject to said state approval. The fee for applying for approval to be paid for by Tetla Septarians.

Unpatented Claims. Tetla Septarians also conveys to Mark Johnson certain unpatented mining claims near to or adjoining the state leases. At time of the option to buy being acted upon a quit-claim deed will be issued. Mark Johnson agrees to perform at his expense the annual assessment work to preserve these claims, beginning with the date of the date of the execution of this document.

Consideration. The consideration to be paid by Mark Johnson to Tetla Septarians for the sub-leases with option to buy described above shall consist of \$25,000.00 cash and in addition Mark Johnson shall pay to Tetla Septarians \$10,000.00 cash for seven(7) years. In the eighth year if Mark Johnson wishes to activate the option to buy he may do so by an additional payment of \$5,000.00 cash. In addition thereto, Mark Johnson shall deliver to Tetla Septarians at the Orderville address five(5) tons of number one grade septarians per year for eight(8) years as follows

December 1, 1990 to November 30, 1991	5 tons
December 1, 1991 to November 30, 1992	5 tons
December 1, 1992 to November 30, 1993	5 tons
December 1, 1993 to November 30, 1994	5 tons
December 1, 1994 to November 30, 1995	5 tons
December 1, 1995 to November 30, 1996	5 tons
December 1, 1996 to November 30, 1997	5 tons
December 1, 1997 to November 30, 1998	5 tons

All deliveries maybe made at any time during the applicable year. Tetla Septarians will take delivery of said septarians in Orderville, upon notice given by Mark Johnson thirty(30) days prior. The Grade No. 1 is the best grade as previously defined in the trade by Tetla Septarians and shall consist of complete nodules. free from all cracks or deformities, and sound of outside rind. The size of the nodules may be assorted.

Default. Should Mark Johnson default in any of its performance called for under this agreement, including but not limited to yearly cash payment and five(5) tons of material per year, or making payments called for by leases with the State of Utah or doing annual assessment work on unpatented claims; and if the consideration has not been fully paid to Tetla Septarians at the time of such default, Tetla Septarians has the following remedies:

- (A) Give twenty days notice to Mark Johnson at the address shown in the agreement, to correct the default.
- (B) Upon Mark Johnson's failure to do so during the twenty day period, Tetla Septarians may do so, and,
 - (1) May charge Mark Johnson for the cost of curing the default, including interest and a reasonable attorney's fee, if incurred; or
 - (2) May, at Tetla Septarians option declare the assignment terminated and all sums paid by Mark Johnson forfeited, and make demands that said sub-leases be reassigned to Tetla Septarians. In such event, Tetla Septarians would be entitled to immediate possession of the leased properties.

Hold Harmless. Mark Johnson, from and after approval by the State of Utah to the assignment herein, agrees to comply with all state and federal regulations and requirements regarding mining operations, preserving the property free from liens and charges, and with any regulations for employers in the State of Utah, and to hold Tetla Septarians harmless therefrom.

Assignments or Sub-leases. Until Tetla Septarians is paid in full, Mark Johnson may not assign, sell, or sublease its interest in any of the mining properties described herein without first receiving the consent of Tetla Septarians, such consent not to be unreasonably withheld.

Exhibit A
Page 2
of 3


Warranties and Representations. Tetla Septarians represents that the mining properties described above are free from liens or encumbrances. Mark Johnson has inspected the properties to his satisfaction, and accepts them "as is". Tetla Septarians makes no warranty as to amount or quality of mineral on said properties, Mark Johnson relying on his own investigation in this respect.

When Mark Johnson has paid to Tetla Septarians the entire consideration due Tetla Septarians hereunder, the reassignment shall be returned to Mark Johnson to be cancelled.

Payments in Cash. After the initial cash payment is made the 15 of Dec. 1990 yearly cash payments shall be made on or before the 1st day of Dec., 1 of the applicable year comencing ~~on the 1st day of~~ ^{in the year} 1991 and therefore yearly until retired. MLO
AWB

Assignor

Assignee


Gerald W. Berry d/b Tetla Septarians
Mark L. Johnson

11-7-90

Dwight Hallbot

1-8-94

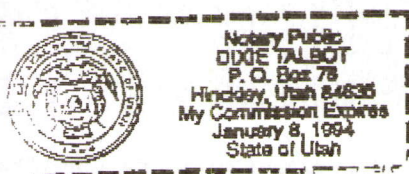


Exhibit A
Page 3
of 3

Exhibit B
 Page 1
 of 5

Michael R. Shaw (#5142)
 JONES, WALDO, HOLBROOK & McDONOUGH
 Attorneys for Plaintiff
 249 East Tabernacle, Suite 200
 St. George, Utah 84770
 Tel: (801) 628-1627

IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR
 KANE COUNTY, STATE OF UTAH

OLGA BERRY,)	
)	
Plaintiff,	)	STIPULATION AND PROPERTY
	)	SETTLEMENT AGREEMENT
)	
vs.)	
)	
GERALD WILEY BERRY,)	
)	
Defendant.	)	Civil No. 2269

Plaintiff and her attorney of record, and Defendant personally, hereby stipulate to the following property settlement in the above-captioned matter. This Stipulation and Property Settlement Agreement shall affect only the distribution of assets and allocation of debts in the marital estate and shall not affect child support or other obligations as contained in the original Decree of Divorce on file herein.

1. On or about March 4, 1988, this Court entered a Decree of Divorce, which severed the bonds of matrimony between the parties hereto and made certain orders regarding child support, distribution of properties, and allocation of debts, among other things.

2. On or about October 3, 1989, Plaintiff filed a Verified Petition to Modify the original Decree of Divorce, alleging, among other things, that Defendant had failed to properly

account to and share with Plaintiff, the proceeds of his working of the Utah mining business, in which a one-half ownership interest was granted to Plaintiff pursuant to the original Decree of Divorce.

3. Subsequent to filing of the Petition and Defendant's pro se response thereto, the parties have undertaken significant discovery and settlement negotiations. A tentative settlement agreement was reached between the parties and a Memorandum of that agreement was prepared and signed on or about August 7, 1990.

4. Defendant was unable to perform his obligations under that agreement, and due to this breach of the interim agreement, a full settlement agreement was never consummated.

5. Defendant has recently entered an agreement with Mark L. Johnson of Delta, Utah, for the sublease and option for purchase of the mineral leases and claims owned by the business known as Tetla Septarians. A copy of that three-page agreement is incorporated herein by this reference and attached hereto as Exhibit "A." Tetla Septarians is the name used for the Utah mining business owned equally by the parties pursuant to the original Decree of Divorce in this action. The mineral leases and claims made the subject of the agreement attached hereto as Exhibit "A" are the major asset of the Utah mining business, Tetla Septarians.

6. The parties to this action agree to settle all of the property distribution and debt allocation issues now pending before this Court pursuant to Plaintiff's Petition to Modify the Decree of Divorce in the following manner:

a. Plaintiff and Defendant agree to split equally

Exhibit 8 P.7/21
Page 3
of 5

all proceeds to be paid to Tetla Septarians as assignor by Mark L. Johnson as assignee under the agreement attached hereto as Exhibit "A."

b. All cash payments received by Mark L. Johnson shall be paid to Plaintiff's attorney of record in trust for equal distribution to the parties as soon as practicable after the subject funds have become available from the drawee bank or other institution and are otherwise available for payment to the parties hereto. The parties to this agreement agree to indemnify and hold harmless Plaintiff's attorney of record and the law firm for any costs, expenses, or legal fees whatever which may be incurred as a result of any dispute which may arise as to the distribution of such trust funds. Should a dispute arise as to the appropriate distribution of any funds received by Michael R. Shaw or Jones, Waldo, Holbrook & McDonough in trust under this paragraph, the parties hereto authorize Michael R. Shaw or Jones, Waldo, Holbrook & McDonough to initiate legal action as necessary to determine the appropriate distribution of the subject disputed funds. The foregoing hold harmless and indemnity provisions shall apply to any costs, expenses, or legal fees incurred by Michael R. Shaw or Jones, Waldo, Holbrook & McDonough in relation to any such legal action.

c. The annual payments of five tons of No. 1 grade septarians for eight years shall be delivered as set forth in the agreement attached hereto as Exhibit "A." Defendant agrees to hold an equal one-half of said inventory in trust for Plaintiff and to make reasonable accommodations for Plaintiff's sale or other access

Exhibit

B

Page

4

of

5

to said inventory. Because Defendant is much more familiar with the markets for the septarian nodules, it is anticipated that Plaintiff may desire to sell her one-half of those nodules to Defendant at a reasonably discounted rate. Currently, the wholesale market is approximately \$.60 per pound for such nodules. Although the parties currently anticipate such sales and purchases to take place between the parties hereto, neither party shall be under any obligation to purchase from or sell to the other party any of the nodules received as partial payment in kind under the agreement attached hereto as Exhibit "A."

d. In the event the assignee, Mark L. Johnson, defaults in his obligations under the agreement attached hereto as Exhibit "A," the parties shall retain their equal ownership interests of Tetla Septarians. In such event, Defendant shall have the option to continue all payments which would have been received by Plaintiff under the agreement attached hereto as Exhibit "A," and thereby complete the purchase of Plaintiff's interest in the Utah mining business.

e. Upon receipt of her portion of all payments of cash and septarian geodes due under the agreement attached hereto as Exhibit "A," Plaintiff's interest in the Utah mining business, Tetla Septarians, shall cease.

7. Plaintiff and Defendant hereby agree that an Order approving this Stipulation and Property Settlement Agreement should be entered by the Court, concluding the pending litigation pursuant to Plaintiff's Petition to Modify the original Decree of Divorce. Said Order shall constitute a modification of the Decree of Divorce

and shall govern the rights of the parties hereafter.

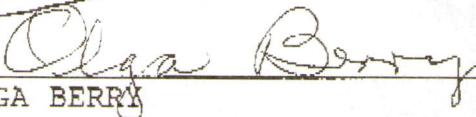
8. This Stipulation and Property Settlement Agreement constitutes the entire agreement between the parties hereto and, by signing below, each party acknowledges that they have entered this agreement of their own free will and volition after having adequate opportunity to consult independent legal counsel of their choice. Defendant further acknowledges by signing below that Michael R. Shaw of Jones, Waldo, Holbrook & McDonough represents only the interests of Plaintiff in relation to this matter and that Defendant has had ample opportunity to consult independent legal counsel and acknowledges that Defendant is not relying on any representations of Plaintiff's counsel or Plaintiff which are not specifically contained herein.

9. In the event either party defaults in any obligation, condition, or covenant of this Stipulation or the Court Order approving the same, said party shall be responsible to the nondefaulting party for all costs of enforcement of this agreement, including attorney's fees, if any, with or without suit.

DATED: December 14, 1990.



GERALD BERRY

DATED: December 14, 1990.


OLGA BERRY

DATED: December 14, 1990. JONES, WALDO, HOLBROOK & McDONOUGH

By:


Michael R. Shaw
Attorneys for Plaintiff

STATEMENT OF UNDERSTANDINGS

On this 21st day of December, 1990, MARK L. JOHNSON of Delta, Utah, (hereafter "Johnson") and TETLA SEPTARIANS, a dba used by GERALD WILEY BERRY of Orderville, Utah, (hereafter "Gerald") and owned equally by GERALD and OLGA BERRY of El Paso, Texas (hereafter "Olga"), hereby collectively set their hands to this Agreement to memorialize the understandings and modifications to prior agreements reached by and between various of the parties hereto, and state their understandings as follows:

1. Gerald (for Tetla Septarians and dba Tetla Septarians) has previously entered into an Agreement partially captioned "Agreement to Lease (Sublease) with Option to Buy," and such Agreement is dated November 7, 1990 (hereafter "November 7 Agreement"). The initial \$25,000 cash payment which was to be paid up-front under that Agreement on or before December 15, 1990, shall be paid as follows:

One-half (\$12,500) shall be paid by Mark Johnson upon the execution of this Agreement as follows:

- A. \$10,000 to Gerald Wiley Berry.
- B. \$2,500 to Olga Berry, payment to be made to:
Michael R. Shaw in trust for
Olga Berry.

The second one-half (\$12,500) shall be paid by Mark L. Johnson on or before Thursday, March 21, 1991, and shall be paid as follows:

- A. \$2,500 to Gerald Wiley Berry.

B. \$10,000 to Olga Berry, unless otherwise agreed as provided below, the same to be paid to: Michael R. Shaw in trust for Olga Berry

2. All remaining payments of money and of Septarians (or Geodes) shall be made as provided in the November 7 Agreement, and shall be divided equally between Gerald Wiley Berry and Olga Berry, consistent with the Stipulation and Property Settlement Agreement executed by Gerald, Olga, and Michael R. Shaw as attorney for Olga, on or about December 14, 1990.

3. Physical handling of successive payments under the November 7 Agreement shall be made consistent with the above-referenced Stipulation and Property Settlement Agreement between Olga and Gerald, EXCEPT that the Parties hereto may, subsequently, agree upon a third party escrow agent to physically handle the receipt and distribution of the yearly payments of money and/or Septarians or Geodes. Any such subsequent agreement shall be reduced to writing in the form of Escrow Instructions to the agreed Third Party Escrow Agent and shall be signed by Johnson, Gerald and Olga or their duly appointed agents or representatives.

4. Johnson hereby acknowledges Olga's one-half ownership interest in the leases and unpatented mining claims made the subject of the November 7 Agreement. Likewise, Olga hereby acknowledges Johnson's rights under that November 7 Agreement.


5. The Parties to this Agreement and the Parties to the November 7 Agreement, a copy of which is attached hereto as Exhibit A, and the Parties to the Stipulation and Settlement Agreement, a copy of which is attached hereto as Exhibit B, hereby agree to

honor the terms, covenants, conditions and obligations contained in the Agreements to which they are a Party, and in the event of a default, the defaulting Party(s) shall be responsible to the non-defaulting Party(s) for all costs of enforcement, including any attorneys' fees which may be reasonably incurred as a result of said breach.

6. The Parties hereto acknowledge that Michael R. Shaw of Jones, Waldo, Holbrook & McDonough, is the attorney for Olga Berry in relation to the domestic proceeding now pending in the Sixth Judicial District Court in and for Kane County, Utah. All Parties hereto acknowledge that they have been afforded opportunity to obtain independent legal counsel of their choice, and acknowledge that they enter this Agreement of their own free will and are not under any undue influence and are not relying upon the representation of any person not contained in this writing.

DATE:

12/21/90


MARK L. JOHNSON

12/21/90

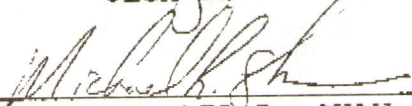
RICHARD WADDINGHAM
Attorney for Johnson


GERALD WILEY BERRY
dba TETLA SEPTARIANS

12-21-90


OLGA BERRY

12/21/90


MICHAEL R. SHAW
Attorney for Olga Berry

Michael R. Shaw (#5142)
JONES, WALDO, HOLBROOK & McDONOUGH
Attorneys for Plaintiff
249 East Tabernacle, Suite 200
St. George, Utah 84770
Telephone: (801) 628-1627

IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR
KANE COUNTY, STATE OF UTAH

OLGA BERRY,)	
)	
Plaintiff,	)	STIPULATION AND SETTLEMENT
	)	AGREEMENT FOR ASSIGNMENT
vs.	)	OF CONTRACT RIGHTS AND
	)	SATISFACTION OF JUDGMENT
)	
GERALD WILEY BERRY,)	
)	
Defendant.	)	Civil No. 2269

COPY

Plaintiff and her attorney of record and Defendant, personally, hereby stipulate and agree to settle certain disputed issues in this matter in the manners and on the basis set forth below. It is the intention of the parties hereto that this Agreement constitute the full and final agreement of all rights and obligations one to the other, in any manner whatsoever, arising from or in relation to this divorce action, their prior marriage one to the other, and their joint ownership interests in various properties and businesses:

1. On or about December 14, 1990, the parties entered into a "Stipulation and Property Settlement Agreement," which, among other things, provided for an equal division of the parties

interests in the Sublease with Option to Buy the Utah mining interests previously entered into between the parties, doing business as Tetla Septarians and one Mark L. Johnson.

2. Pursuant to said Stipulation and Property Settlement Agreement, the parties agreed to a roughly equal division of all payments and other obligations of Sublessee-Optionor, Mark Johnson.

3. Subsequent to the completion of the above matter, Plaintiff, Olga Berry, has prosecuted and obtained a Judgment for unpaid child support against Defendant, Gerald Berry.

4. Subsequent to the Entry of Judgment for the unpaid child support, a Garnishment was served upon Mark Johnson, attaching Gerald Berry's interest in the Sublease Option contract referred to above.

5. The parties to this action desire to make certain modifications to the previous Stipulation, in a manner to allow the parties to complete their mutual ties to this Sublease/Option contract and the related mining leases. In order to effectuate the complete severance of all financial involvement between the parties, the parties hereby agree as follows:

A. Plaintiff agrees to file a Satisfaction of Judgment on the entire child support arrearage judgment, including all attorneys' fees granted thereunder and thereafter accruing.

B. Plaintiff further agrees to release the garnishment on Defendant's interests in the mining sublease and Option contract with Mark L. Johnson.

C. Plaintiff further agrees that Mark L. Johnson shall pay to Defendant Gerald Berry the entire \$10,000 payment for December, 1992, which payment would have otherwise been paid one-half (\$5,000) to each party hereto.

D. Defendant has previously received delivery of his two and one-half tons of Septarian geodes under the Option contract for the year 1992. Plaintiff reserves her right to receive her two and one-half ton share of said Septarian geodes from Mark Johnson under said mining contract for the year 1992.

E. In return for the benefits provided by Plaintiff in the foregoing paragraphs, Defendant conveys all of his interests in the mining contract to the Plaintiff.

D. Starting with the 1993 payment of \$10,000, and the delivery of five ton of Septarian geodes, Plaintiff will retain all right and entitlement to such performance required under the mining contract by Mark L. Johnson for 1993, and continuing through the remainder of the contract period.

6. Upon execution of this Stipulation, Plaintiff will, thereafter, be the sole owner of all interests of the parties, individually and through the name Tetla Septarians, in the mining contract with Mark L. Johnson and to the mining leases and claims in any nature whatsoever.


7. Plaintiff agrees to abide by the terms of the mining contract with Mark L. Johnson, and Defendant agrees to cooperate and facilitate, through the execution of documents or as may

otherwise be reasonably requested of him, to transfer ownership interests as aforestated to the Plaintiff, and to otherwise preserve and protect the existence and integrity of the mining leases and claims. Nothing in this paragraph shall be construed to give Defendant any ownership rights or other entitlements in relation to the mining leases and claims, and Defendant specifically acknowledges that his entire interests in the mining contract and in the mining leases and claims will be completely extinguished upon execution of this Stipulation, which interests he is trading for the benefits described in Paragraph 5 above.


8. Both parties acknowledge that they are taking certain economic risks in relation to this transaction, and both parties acknowledge that they have had adequate opportunity to evaluate the pros and cons of their respective interests in this matter. By signing below, the parties acknowledge that they have had adequate opportunity to seek advice from independent professionals of their choice, and further acknowledge that no undue influence or other promises outside the terms of this Stipulation and Settlement Agreement have been made to or against either party.

9. Finally, the parties acknowledge that this Stipulation and Settlement Agreement constitutes the full and final agreement between the parties in relation to all financial interests whatsoever between the two of them as arising from or in relation to their prior marriage together, including all real and personal property interests, business interests, as otherwise may

have arisen by way of child support or otherwise, through or in relation to this divorce action.

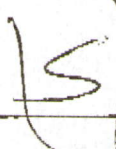


GERALD BERRY
DATE: ~~1/1/94~~ 1, 1993
cc03



OLGA BERRY
DATE: 2-3-93

JONES, WALDO, HOLBROOK & McDONOUGH



MICHAEL R. SHAW
Attorneys for Plaintiff

DATE: _____

cc03

COPY

Michael R. Shaw (#5142)
 JONES, WALDO, HOLBROOK & McDONOUGH
 Attorneys for Plaintiff
 249 East Tabernacle, Suite 200
 St. George, Utah 84770
 Telephone: (801) 628-1627

FILED
 KANE COUNTY

MAY 07 1993
 AR

SIXTH JUDICIAL DISTRICT COURT

IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR
 KANE COUNTY, STATE OF UTAH

OLGA BERRY,	)	ORDER APPROVING
	)	STIPULATION AND SETTLEMENT
Plaintiff,	)	AGREEMENT FOR ASSIGNMENT
	)	OF CONTRACT RIGHTS AND
vs.	)	SATISFACTION OF JUDGMENT
)	
GERALD WILEY BERRY,)	
	)	Civil No. 2269
Defendant.)	

This matter having come before the Court upon the Stipulation of and Settlement Agreement of the parties, including the interests of satisfaction of the Judgment previously entered against the Defendant for child support arrearages and related attorney fees, and for modification of the prior Property Settlement Agreement between the parties, and good cause therefor appearing,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The child support judgment and attendant attorney fees shall be deemed hereafter satisfied.
2. The Defendant shall be entitled to the entire Ten Thousand Dollar (\$10,000) payment for December of 1992, under that

certain Mining Sublease and Option contract (hereafter "Mining Contract") between the parties as Tetla Septarians and Mark L. Johnson.

3. Defendant shall be entitled to retain the two and one-half ton of Septarian geodes previously delivered to him for the year 1992 under that certain Mining Contract.

4. Plaintiff shall retain her right to receive two and one-half ton of Septarian geodes for the year 1992, under that certain Mining Contract.

5. From and after January 1, 1993, Plaintiff shall be the sole and exclusive owner of all of the parties' interests in that Mining Contract, individually and as Tetla Septarians, and Plaintiff shall otherwise retain all ownership interests in the Utah Mining leases and federal mining claims.

6. The parties shall cooperate as may reasonably be required to facilitate the transfer of interests set forth herein, and shall otherwise use their best efforts to preserve and protect the existence and continuance of the mining leases and claims to the best of their respective abilities.

DATED this 5th day of March, 1993.

BY THE COURT:


DISTRICT JUDGE

Approved as to form and content:


GERALD WILEY BERRY

NOVATION AGREEMENT

MARK L. JOHNSON of Delta, Utah, as SUBLESSEE and OPTIONOR, and GERALD W. BERRY of Orderville, Utah and OLGA BERRY of El Paso, Texas, as SUBLESSEES, do hereby agree to modify the terms of that certain "Agreement to Lease (Sublease) With Option to Buy Mineral Leases and Claimes" (sic) as set forth herein.

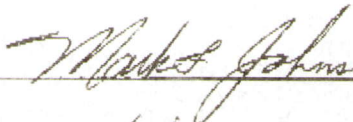
Pursuant to a Stipulation to be filed in the Sixth Judicial District Court in and for Kane County, State of Utah, in that Civil Case No. 2269, by and between Olga Berry as Plaintiff and Gerald W. Berry as Defendant, Plaintiff shall hereafter replace and be the sole owner of all interests of the parties, individually and as Tetla Septarians, under that above-named contract.

All parties hereto acknowledge and agree that the above-named contract shall hereafter, for all intents and purposes, be construed as a contract solely by and between Mark L. Johnson and Olga Berry. Olga Berry shall retain all rights, benefits and obligations, as were heretofore shared equally between the parties under the business name Tetla Septarians.


All parties hereto agree to cooperate as may reasonably be required to sign such documents and undertake such other reasonable acts as may be required to preserve the continued existence of the mining leases and claims, and as may otherwise be required to effectuate the complete transfer of ownership from Gerald W. Berry to Olga Berry on all such interests.

Mark L. Johnson agrees to perform faithfully all covenants and conditions of said Mining Contract to Olga Berry as successor in interest to all rights under said mining contract of Tetla Septarians and Gerald W. Berry.

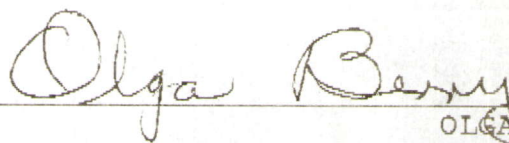
Following execution hereof, Gerald W. Berry shall be fully relieved of all real and contingent obligations or liabilities under the mining contract named above.



MARK. L. JOHNSON
DATE: 3/1/93



GERALD W. BERRY
DATE: ~~APR 1~~ 1, 1993
GWB



OLGA BERRY
DATE: 2-3-93